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11 *Attorneys for Plaintiff, U.S. Bank National Association, as Trustee, for the GSAMP Trust 2006-*  
12 *NC1 Mortgage Pass-Through Certificates, Series 2006-NC1*

13 **UNITED STATES DISTRICT COURT**  
14 **DISTRICT OF NEVADA**

15 U.S. BANK NATIONAL ASSOCIATION, AS  
16 TRUSTEE, FOR THE GSAMP TRUST 2006-  
17 NC1 MORTGAGE PASS-THROUGH  
18 CERTIFICATES, SERIES 2006-NC1,

19 Plaintiff,

20 vs.

21 YORKSHIRE MANOR I HOMEOWNERS  
22 ASSOCIATION; and PHIL FRINK &  
23 ASSOCIATES, INC.,

24 Defendants.

Case No.: 3:17-CV-00054-MMD-WGC

**STIPULATED JUDGMENT FOR QUIET  
TITLE**

25 Plaintiff, U.S. Bank National Association, as Trustee, for the GSAMP Trust 2006-NC1  
26 Mortgage Pass-Through Certificates, Series 2006-NC1 (“Plaintiff”), by and through its counsel  
27 of record, Christina V. Miller, Esq., and Krista J. Nielson, Esq., of the law firm Wright, Finlay &  
28 Zak, LLP; and Defendant, Yorkshire Manor I Homeowners Association (“Defendant”), by and  
through their counsel of record, Gayle A. Kern, Esq., and Karen M. Ayarbe, Esq., of Kern &  
Associates, Ltd., hereby jointly agree, stipulate, and authorize entry of a stipulated judgment as  
follows:

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LOT 34, OF YORKSHIRE MANOR, A PLANNED UNIT DEVELOPMENT,  
ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY  
RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON JANUARY 22,  
1971, UNDER FILING NO. 195627, AS TRACT NO. 1203

3. The real property subject to this dispute is located in Washoe County, Nevada. Thus, jurisdiction and venue are proper in this Court.

5. To finance his purchase of the Property, Carlyle executed a promissory note in the amount of \$158,400.00 payable to New Century Mortgage Corporation (“Note”).

7. On December 13, 2016, an Assignment of Deed of Trust was recorded in the Official Records of Washoe County, Nevada as Document Number 3474336, by which New

1 Century Mortgage Corporation assigned its interest in the Deed of Trust to US Bank National  
2 Association, as trustee for the GSAMP Trust 2006-NC1 Mortgage Pass-Through Certificates,  
3 Series 2006-NC1.

4 8. On July 1, 2011, a Notice of Delinquent Assessment and Claim of Lien was  
5 recorded against the Property on behalf of Defendant in the Official Records of Washoe County,  
6 Nevada as Document Number 4019118.

7 9. On August 23, 2011, a Notice of Default and Election to Sell was recorded  
8 against the Property by the HOA Trustee on behalf of Defendant in the Official Records of  
9 Washoe County, Nevada as Document Number 4033800.

10 10. On May 2, 2012, a Notice of Homeowners Association Sale was recorded against  
11 the Property on behalf of Defendant in the Official Records of Washoe County, Nevada as  
12 Document Number 4108531.

13 11. On June 1, 2012, a Deed in Foreclosure of Assessment Lien was recorded against  
14 the Property in the Official Records of Washoe County, Nevada, as Document Number 4118338  
15 (the "Foreclosure Deed"). Pursuant to the Foreclosure Deed, a non-judicial foreclosure sale  
16 occurred on May 30, 2012 (hereinafter, the "HOA Sale"), whereby HOA acquired interest to the  
17 Property for a credit bid of \$800.00.

18 12. On January 30, 2017, Plaintiff filed a Complaint to set aside the HOA Sale, or  
19 alternatively, for declaration that the HOA Sale did not extinguish its Deed of Trust.

20 13. The parties have now come to a resolution regarding their respective claims and  
21 interest in the Property.

22 14. The parties have or will execute a settlement agreement.

23 **STIPULATION**

24 **IT IS HEREBY STIPULATED AND AGREED** that Yorkshire Manor I Homeowners  
25 Association ("HOA") agrees to quitclaim any purported interest, title and rights in the Property  
26 to U.S. Bank through execution and recording of a Quitclaim Deed to U.S. Bank National  
27 Association, as Trustee, for the GSAMP Trust 2006-NC1 Mortgage Pass-Through Certificates,  
28 Series 2006-NC1 ("U.S. Bank").

1           **IT IS HEREBY STIPULATED AND AGREED** that by virtue of this Stipulation and  
2 Quitclaim Deed from HOA, title to the Property is and hereafter shall be vested in U.S. Bank,  
3 free and clear of all right, title and interest claimed by HOA, its predecessors, successors and  
4 assigns, under the Foreclosure Deed.

5           **IT IS HEREBY STIPULATED AND AGREED** that the HOA retains ongoing lien  
6 rights and remedies under its governing documents (including, but not limited to, its CC&Rs),  
7 NRS Chapter 116 and applicable Nevada law in regards to the Property.

8           **IT IS HEREBY STIPULATED AND AGREED** that the HOA does not contest or  
9 challenge U.S. Bank's rights in the Property, including the validity, priority and enforceability of  
10 the Deed of Trust, as a result of and/or based on the HOA Sale.

11           **IT IS FURTHER STIPULATED AND AGREED** that the above-referenced matter,  
12 shall be dismissed with prejudice.

13           **IT IS FURTHER STIPULATED AND AGREED** that nothing in this Stipulation and  
14 Order is intended to be, or will be, construed as an admission of the claims or defenses of the  
15 parties.

16           **IT IS FURTHER STIPULATED AND AGREED** that this Stipulation and Order is in  
17 no way intended to impair the rights of Plaintiff (or any of its authorized servicers, agents,  
18 investors, affiliates, predecessors, successors, and assigns) to pursue any and all other remedies  
19 against Carlyle, as defined in the Deed of Trust and/or Note, that Plaintiff (or any of its  
20 authorized servicers, agents, investors, affiliates, predecessors, successors, and assigns) may  
21 have relating to the Note and Deed of Trust, including the right to judicially or non-judicially  
22 foreclose or otherwise enforce the Deed of Trust against the Property.

23           **IT IS FURTHER STIPULATED AND AGREED** that, subject to the stipulations and  
24 agreements contained herein, this Stipulation and Order is in no way intended to impair the rights  
25 or defenses of Yorkshire Manor I Homeowners Association (or any of its authorized servicers,  
26 agents, investors, affiliates, predecessors, successors, and assigns) to pursue any and all other  
27 remedies against any other party or to defend against any remedies any party may have relating  
28 to the Note and Deed of Trust.

1           **IT IS FURTHER STIPULATED AND AGREED** that each party shall bear its own  
2 attorney's fees and costs.

3           **IT IS FURTHER STIPULATED AND AGREED** that a copy of this Order may be  
4 recorded with the Washoe County Recorder.

5           **IT IS FURTHER STIPULATED AND AGREED** that the Notice of Lis Pendens filed  
6 by U.S. Bank in connection with this litigation, and bearing Document No. 4679462 shall forever  
7 be released, satisfied, discharged and/or expunged upon entry of this Order.

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9 Dated this 5<sup>th</sup> day of June, 2018.

Dated this 5<sup>th</sup> day of June, 2018.

10 WRIGHT, FINLAY & ZAK, LLP

KERN & ASSOCIATES, LTD.


11  
12 /s/ Krista J. Nielson

/s/ Karen M. Ayarbe

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21 *Trust 2006-NC1 Mortgage Pass-Through*  
22 *Certificates, Series 2006-NC1*

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*Association*

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IT IS SO ORDERED.



UNITED STATES DISTRICT COURT JUDGE  
Case No.: 3:17-CV-00054-MMD-WGC

Dated: June 5, 2018